

4. GROWER may not use the OPTIMUM SOYBEANS, the OPTIMUM GRAIN or any material directly or indirectly derived therefrom for any purpose other than to grow and deliver the OPTIMUM GRAIN as expressly provided in this Agreement including, but not limited to, export outside the United States except by sale to OPTIMUM or OPTIMUM's designee.
INDEPENDENT CONTRACTOR:

GROWER is, for purposes of this Agreement, an independent contractor and nothing contained in this Agreement shall make GROWER an employee or agent of OPTIMUM or authorize him/her to act on behalf of OPTIMUM. GROWER shall indemnify and hold OPTIMUM harmless from all claims in any way connected directly or indirectly with GROWER'S operations pursuant to this Agreement.

DISCLAIMER OF WARRANTY AND LIMITATION OF DAMAGES:

OPTIMUM MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. NO CLAIM OF ANY KIND, WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE VALUE OF COMMERCIAL SEED IN A QUANTITY COMPARABLE TO THAT QUANTITY OF SEED SUBJECT TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

MISCELLANEOUS:

This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all prior and collateral representations, including the bailment contract between the parties with respect to the OPTIMUM SOYBEANS. Any alteration, modification, or amendment of the Agreement shall not be valid and binding unless in writing and signed by both parties. This Agreement shall bind parties hereto, their heirs, administrators, executors, successors, and assigns. If any term of this Agreement is held unenforceable or in conflict with any law of an applicable jurisdiction, it is the intention of the parties that the validity of the remaining terms not be affected by such holding and the remaining terms be construed and enforced to the fullest extent permissible under law. This Agreement shall be governed by Iowa law, without regard to conflict of law principles. OPTIMUM and GROWER agree that all disputes and differences arising between OPTIMUM and GROWER out of or relating in any way to this Agreement, the construction, meaning and operation, or effect of the Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules and regulations of the National Grain and Feed Association pursuant to such Association's grain arbitration rules. OPTIMUM and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction. Neither OPTIMUM nor the GROWER may assign this Agreement without prior written consent of the other party. Written notice to OPTIMUM shall be personal delivery or by postage paid letter addressed to Optimum Quality Grains, L.L.C., Attn: Bill Nicholson, 4445 Corporate Drive, Suite 120, West Des Moines, IA 50266

GROWER

OPTIMUM QUALITY GRAINS, L.L.C.

By: _____
Grower Signature

By: _____

Grower Name: _____

Street or Box: _____

City, State, Zip Code, Phone

LANDOWNER(S) Information (crop share only):

LANDOWNER

ADDRESS/TOWN

Landowner % share _____

*OPTIMUM® is a registered trademark of Optimum Quality Grains, L.L.C.